

ROANOKE CITY COUNCIL REGULAR SESSION

SEPTEMBER 2, 2003 9:00 A.M.

EMERGENCY OPERATIONS CENTER CONFERENCE ROOM

AGENDA

Call to Order--Roll Call.

A communication from Mayor Ralph K. Smith requesting that Council P 12 convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

D 13

A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

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THE MEETING WILL BE DECLARED IN RECESS TO BE IMMEDIATELY RECONVENED IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., FOR A JOINT MEETING OF COUNCIL AND THE ROANOKE CITY SCHOOL BOARD, AND BRIEFINGS BY THE CITY MANAGER.



COUNCIL WORK SESSION

SEPTEMBER 2, 2003 9:00 A.M.

EMERGENCY OPERATIONS CENTER CONFERENCE ROOM

AGENDA

- 1. Joint meeting of Council and the Roanoke City School Board: (1.5 hours)
 - Coordination of the 2004 Legislative Agenda.
 - Opportunities for joint purchasing.
 - School safety/Update on School Discipline Task Force.
 - Update on Career and Technical Education facilities in the high school upgrade plans.
 - Discussion regarding middle school and high school sports programs.
 - Review of plans for athletic tracks and how exterior grounds will be landscaped and committed to greenways at the two new high schools.
 - Discussion regarding participation in the buddy system and appropriate channels of communication.

- 2. Items listed on the 2:00 p.m. Council docket requiring discussion/clarification; and additions/deletions to the 2:00 p.m. docket. (25 minutes)
- 3. Topics for discussion by the Mayor and Members of Council. (15 minutes)
- 4. Briefings:
 - Employee Survey Update 30 minutes
 - Update with regard to parking activities
 15 minutes

THE MEETING WILL BE DECLARED IN RECESS TO BE IMMEDIATELY RECONVENED IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., FOR A JOINT MEETING OF COUNCIL AND CONGRESSMAN BOB GOODLATTE.



ROANOKE CITY COUNCIL REGULAR SESSION

SEPTEMBER 2, 2003 2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend David A. Fraser, Pastor, Faith Alliance Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTV Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, September 4, 2003, at 7:00 p.m., and Saturday, September 6, 2003, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE NOW PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGMENTS: NONE.

3. <u>CONSENT AGENDA</u>

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 15, 2003, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to a contractual agreement for the operations of the Rocwood Indoor Adventure Center.

P 14

RECOMMENDED ACTION: Concur in the request.

C-2 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 15, 2003, at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider an adjustment to the City of Roanoke Fiscal Year 2003-04 Budget.

P 29

RECOMMENDED ACTION: Concur in the request.

C-3 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 15, 2003, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to conveyance of an easement on City-owned property at Patrick Henry High School, 2102 Grandin Road, S. W.

P 31

RECOMMENDED ACTION: Concur in the request.

C-4 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 15, 2003, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to conveyance of an easement on City-owned property on Barnes Avenue, N. W.

P 32

RECOMMENDED ACTION: Concur in the request.

C-5 Qualification of the following persons:

Kathleen W. Lunsford as a member of the Roanoke Arts Commission, for a term ending June 30, 2006;

Jennifer L. Pfister as a member of the Roanoke Valley-Alleghany Regional Commission, for a term ending June 30, 2006; and

Kristina W. Hodges as a member of the Youth Services Citizen Board, for a term ending May 31, 2006.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

- 4. PUBLIC HEARINGS: NONE.
- 5. PETITIONS AND COMMUNICATIONS: NONE.
- 6. REPORTS OF OFFICERS:
 - a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of a One-Time Special Request Fund for Local Law Enforcement Agencies grant funds, in the amount of \$4,050.00; and execution of an agreement with the Virginia Department of Criminal Justice Services.

P 33; B/O 35; R 37

2. Transfer and appropriation of funds in connection with renovations to the U. S. Bankruptcy Court; and completion of Phase I of the Roanoke Civic Center Expansion and Renovation Project.

P 38; B/O 40 3. Acceptance of the Western Virginia Workforce Development Board Workforce Investment Act grant funds, in the amount of \$748,620.00; and execution of an agreement with the Virginia Employment Commission.

P 42; B/O 44

4. Approval of curbage rental fees in connection with the day to day operations of the Farmer's Market for the City of Roanoke.

P 46; R 48

- 7. REPORTS OF COMMITTEES: NONE.
- 8. UNFINISHED BUSINESS: NONE.

9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

a. A Resolution designating a Voting Delegate and Alternate Voting Delegate for the Annual Business Session and meetings of the Urban Section of the Virginia Municipal League and designating a Staff Assistant for any meetings of the Urban Section on Tuesday, October 21, 2003, in Roanoke, Virginia.

R 49

b. A Resolution designating a Voting Delegate and Alternate Voting Delegate for the Annual Business Meeting of the National League of Cities on Saturday, December 13, 2003, in Nashville, Tennessee.

R 50

10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

11. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

12. CITY MANAGER COMMENTS:

CERTIFICATION OF CLOSED SESSION.

THE COUNCIL MEETING WILL BE DECLARED IN RECESS UNTIL FRIDAY, SEPTEMBER 5, 2003, AT 8:30 A.M., FOR THE CITY COUNCIL'S PLANNING RETREAT AT THE DONALDSON BROWN HOTEL AND CONFERENCE CENTER, VIRGINIA TECH, BLACKSBURG, VIRGINIA.

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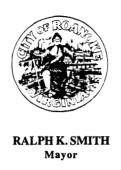
MOTION AND CERTIFICATION WITH RESPECT TO CLOSED MEETING

FORM OF MOTION:

I move, with respect to any Closed Meeting just concluded, that each member of City Council in attendance certify to the best of his or her knowledge that (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by the members of Council in attendance.

PLEASE NOTE:

- 1. The forgoing motion shall be made in open session at the conclusion of each Closed Meeting.
- 2. Roll call vote included in Council's minutes is required.
- 3. Any member who believes there was a departure from the requirements of subdivisions (1) and (2) of the motion shall state <u>prior to the vote</u> the substance of the departure that, in his or her judgement, has taken place. The statement shall be recorded in the minutes of City Council.



CITY OF ROANOKE OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452 ROANOKE, VIRGINIA 24011-1594 TELEPHONE: (540) 853-2444 FAX: (540) 853-1145

September 2, 2003

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

Ralph K. Smith

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Mayor

RKS:snh



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

The Honorable Mayor and Members of City Council Roanoke, Virginia

Subject: Request for closed meeting

Dear Mayor Smith and Council Members:

This is to request that City Council convene a closed meeting to discuss the acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to §2.2-3711.A.3, of the Code of Virginia (1950), as amended.

Sincerely,

Darlene L. Burcham

City Manager

DLB/f

c: William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance Mary F. Parker, City Clerk

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Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor Honorable C. Nelson Harris, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Beverly T. Fitzpatrick, Jr., Council Member Honorable Linda F. Wyatt, Council Member

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Dear Mayor Smith and Members of City Council:

Subject:

Public hearing for the lease and operation of the

Rocwood Indoor Adventure Center

Background:

The City of Roanoke Department of Parks and Recreation has finalized the "competitive negotiation" process and found an experienced service provider to operate and maintain the Rocwood Indoor Adventure Center. The Center is located within the Parks and Recreation Administrative Building, 210 Reserve Avenue, SW. In order to execute the contract between The Climbing Performance Institute, Inc., Fayetteville, North Carolina and the City of Roanoke, a public hearing is first required under Virginia Code.

Recommended Action:

Authorize the scheduling and advertising for this matter for a public hearing on your September 15, 2003 agenda.

Respectfully submitted,

Darlene L. Burcham

City Manager

Honorable Mayor and Members of Council September 2, 2003 Page 2

DLB/SCB:kaj

c:

Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Steven C. Buschor, Director of Parks and Recreation
Rolanda B. Russell, Assistant City Manager for Community Development

#CM03-00165

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City of Roanoke Department of Parks and Recreation

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF ROCWOOD INDOOR ADVENTURE CENTER

CITY:	City of Roanoke Department of Parks & Recreation 210 Reserve Avenue, S.W. Roanoke, VA 24016		
CONTRACTOR:	Climbing Performance Institute, Inc. 436 West Russell Street Fayetteville, NC 28301 Rocwood Indoor Adventure Center		
FACILITY DESCRIPTION:			
PERCENTAGE FEE:			
Year 1	0 %		
Year 2	\$2,995.00 (to cover utilities/paper products)		
Year 3	\$7,200.00 or 2.5% of gross, whichever is greater		
Year 4	\$7,200.00 or 2.5% of gross, whichever is greater		
Year 5	\$7,200.00 or 2.5% of gross, whichever is greater		

DATE:

In consideration of the mutual promises contained herein, the parties agree to the following:

- 1. Right of Use: The City hereby grants to the Contractor the right to operate a recreational facility in accordance with the terms of this Agreement for the time period specified in that portion of the City facilities consisting of a converted basketball court, and the climbing area and structures contained therein, as well as the bleachers, equipment storeroom and staff administration area for participant check-in and maintenance of administrative files) known as the Rocwood Indoor Adventure Center ("Facility"). Contractor has examined the Facility and agrees that it, and its utilities, are acceptable and appropriate for the purpose stated in Paragraph No. 2 of this Agreement. Contractor understands that air conditioning is not available at the Facility.
- 2. <u>Purpose</u>: The Facility shall be used only for open sessions, group sessions, orientation classes, specific technique classes, special events and other classes and activities appropriate for the general public for the sport of rock or wall climbing

("Activities" or "Activity"). The sessions, classes and events to be offered by the Contractor shall include those as described in Attachment A. Any activity not described in Attachment A must be approved, in writing, by the Director of the City of Roanoke Parks and Recreation Department ("Director") prior to the Activity being conducted at the Facility.

- 3. Term of Agreement and Termination: The initial term of the Agreement will be for one (1) year, from September 16, 2003, through September 30, 2004, at which time it will terminate, unless sooner terminated pursuant to the terms of the Agreement or extended as set forth herein at the option of the City Manager for the City of Roanoke, or the City Manager's designee (collectively, "City Manager"). At the City Manager's option, the Agreement may be extended for up to four (4) additional one (1) year periods by giving written notice of such to the Contractor at least sixty (60) days before the expiration of the initial one (1) year term or any subsequent term. The Agreement may be terminated by the City Manager at any time during the initial one (1) year term or any subsequent term as set forth in this Agreement with at least sixty (60) days notice for no cause. The Agreement may be terminated by the City Manager at any time during the initial one (1) year term or any subsequent term as set forth in this Agreement with five (5) days notice for cause.
- 4. Equipment: The City shall furnish only the equipment presently owned that is described on Attachment B. All of the equipment furnished by the City is limited to use within the Facility. Contractor shall inspect such equipment before any use to ensure its suitability. Any replaced equipment or other equipment or supplies necessary or desirable for Facility operation, including lights, shall be furnished by the Contractor. Equipment purchased by the Contractor which replaces equipment on Attachment B shall remain the property of the Contractor upon expiration or termination of this Agreement, with the exception of such equipment which is attached to the Facility, including air conditioning units, which equipment shall become the property of the City upon expiration or termination of this Agreement. Within 10 days of the termination or expiration of this Agreement, the Contractor shall:
- (a) Remove at its own expense any equipment and supplies not belonging to the City. The removal shall be carried out in such a manner so as not to damage any property or equipment belonging to the City. Should the Contractor fail to remove its equipment or supplies within the said 10 day period, the Contractor shall lose all right, title, and interest in and to said items, and the City shall have the right to remove and dispose of said equipment and supplies at the expense of the Contractor. Should the cost of disposition of said items exceed their value, the Contractor shall reimburse the City for the excess cost within thirty (30) days after disposition.
- (b) Clean and return to the City all equipment belonging to the City in the same condition that the Contractor received it, ordinary wear and tear excepted.

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5. <u>Payments</u>: The Contractor shall pay the City an amount of money determined by multiplying the Percentage Fee by the gross receipts for the calendar month. This amount shall be paid to the City no later than the l0th day of each month for the preceding month. The Percentage Fee shall be instituted beginning in the Contractor's 13th month of operation. Gross receipts as used in this Agreement shall include all monies received by the Contractor without any deductions, except for Virginia Sales Tax and City of Roanoke Sales Tax, which have been collected by the Contractor.

6. Accounting and Records:

- (a) The Contractor shall install and maintain a bookkeeping system and a method of collecting monies that will allow the Contractor to accurately determine gross receipts. The Contractor shall also furnish a profit and loss statement for the preceding month to the City no later than the 10th of each month for the preceding month. The profit & loss statement shall show all income and expenses derived from the operation of the Facility and any concession at the Facility.
- (b) Contractor shall maintain all books, records and other documents relating to this Agreement for a period of five (5) years after the end of each fiscal year included in this Agreement. The City, its authorized employees, agents, and representatives, shall have full access to and the right to examine, copy, or audit any of such materials during the time period this Agreement is in force and the five (5) year period identified in this subparagraph, upon prior written notice to Contractor. Such records shall be made available to the City on the same business day they are requested by the City.
- 7. <u>Hours of Operation</u>: The Contractor agrees to offer open sessions for a minimum of four days each week for a total of at least sixteen hours each week.
- 8. Quality of Program: All employees and subcontractors of the Contractor must comply with industry standards for safety considerations, in particular, the <u>Administrative Practices of Accredited Adventure Programs</u> published by the Association for Experimental Education, Council of Accreditation, as amended, the current copy of which is attached as Attachment C, in the maintenance and operation of the Facility.
- 9. <u>Prices</u>: The Contractor shall recommend prices for all services charged to customers prior to the first day of each term. Said prices shall be subject to written approval by the Director, and such approval shall not be unreasonably withheld.
- 10. <u>Utilities</u>: The City shall use reasonable efforts to provide the Contractor electricity, water, and sewage at levels currently available at the Facility. Such utilities, when available, shall be provided at no cost. Failure by the City to provide electricity, water, or sewage shall not be deemed a breach of this Agreement, and the City shall not

be liable to the Contractor for any damages to person or property, lost profits, or any other expenses arising out of said failure to provide the utilities referenced herein. The Contractor agrees to reasonably conserve said utilities by avoiding unnecessary usage. The City agrees to use reasonable efforts to restore such utilities in the event of their needing repairs.

- 11. <u>Right to Enter</u>: The City shall have the right to enter and inspect the Facility at any reasonable time, and shall have the right to enter the Facility to access the upper level storage closet and the Parks and Recreation storage closet. The City may use the Facility for purposes other than the Activities during ordinary business hours of the City, subject to the Contractor's use of the Facility in accordance with the terms of this Agreement.
- 12. <u>Independent Contractor</u>: The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor, and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for all insurance, workers' compensation and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its employees or subcontractors, if any.
- Indemnification: Contractor agrees and binds itself and its successors and assigns 13. to indemnify, keep and hold the City and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of Contractor including: (a) Contractor's use of the Facility (b) Contractor's operation and maintenance of the Facility; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of Contractor to perform any duty imposed upon or assumed by Contractor by or under this Agreement. In the event that any suit or proceeding shall be brought against the City or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with Contractor on account thereof, Contractor upon notice given to it by the City or any of its officers, employees, agents, volunteers or representatives, will pay all costs of defending the City or any of its officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with Contractor, then Contractor will pay such settlement or judgment in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

14. Insurance:

- (a) Requirement of insurance. Contractor shall, at its sole expense, obtain and maintain during the life of this Agreement the insurance policies and bonds required by this section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance by Contractor under this Agreement. The following policies and coverages are required:
 - (1) <u>Commercial General Liability</u>. Commercial general liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Contractor's performance under this Agreement. The minimum limits of liability for this coverage shall be one million dollars and no cents (\$1,000,000.00) combined single limit for any one occurrence.
 - (2) <u>Contractual Liability</u>. Broad form contractual liability insurance shall include the indemnification obligation set forth in section 13 of this Agreement.
 - (3) Workers' Compensation. Workers' compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this Agreement. Minimum limits of liability for employer's liability shall be one hundred thousand dollars and no cents (\$100,000.00) bodily injury by accident each occurrence; five hundred thousand dollars and no cents (\$500,000.00) bodily injury by disease (policy limit); and one hundred thousand dollars and no cents (\$100,000.00) bodily injury by disease (each employee). With respect to workers' compensation coverage, the Contractor's insurance company shall waive rights of subrogation against the City, its officers, employees, agents, volunteers and representatives.
 - (4) Tenant's insurance. Contractor shall, at its sole cost and expense, obtain and maintain during the life of this Agreement a property insurance policy written on an "all risk" basis insuring all of Contractor's personal property, including, but not limited to, equipment, furniture, fixtures, furnishings, and improvements which are Contractor's responsibility, for not less than full replacement cost of such property. All proceeds of such insurance shall be used to repair or replace Contractor's property. If the value of contractor's equipment is less than would normally be covered by commercial insurance contractor may choose to comply with the provisions of Section 4 with its own funds.

- (b) <u>Umbrella Coverage</u>. The insurance coverages and amounts set forth in subsections (a)(1), (2), (3), and (4) of this section may be met by an umbrella liability policy following the form of the underlying primary coverage. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (a)(1), (2), (3), and (4), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by Contractor to this City.
- (c) Evidence of Insurance. All insurance shall meet the following requirements:
 - (1) Prior to execution of this Agreement, Contractor shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Such certificates shall be attached to this Agreement at the time of execution of this Agreement and shall be furnished in a timely fashion to demonstrate continuous and uninterrupted coverage of all of the required forms of insurance for the entire term of this Agreement.
 - (2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the Risk Management Officer for the City of Roanoke."
 - (3) The required certificate or certificates of insurance shall name the City of Roanoke, its officers, employees, agents, volunteers and representatives as additional insureds.
 - (4) Where waiver of subrogation is required with respect to any policy of insurance required under this section, such waiver shall be specified on the certificate of insurance.
 - (5) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

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- 15. <u>Equal Employment Opportunity</u>: During the performance of this Agreement, the Contractor agrees as follows:
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- (c) The Contractor will include the provisions of the foregoing subsections (a) and b) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.
- (d) The Contractor will not deny any person the use of the Facility because of that person's race, religion, color, sex, national origin, age or disability.
- 16. <u>Drug-free workplace</u>: During the performance of this Agreement, the Contractor shall: (i) provide a drug-free workplace for the Contractor's employees or subcontractors; (ii) post in conspicuous places, available to employees, applicants for employment, and subcontractors, a statement notifying them that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and at the Facility and specifying the actions that will be taken against employees and subcontractors for violations of such prohibition; (iii) state in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
- 17. <u>Maintenance</u>: The Contractor agrees to maintain at its expense the Facility in a clean, wholesome, and sanitary condition in compliance with all applicable laws and regulations and in a manner acceptable to the reasonable standards of the Director of the Department of Parks and Recreation for the City of Roanoke ("Director"). Contractor also agrees to maintain the restrooms, entrance hallway and outside steps and landing during operational hours in a clean and safe manner acceptable to the reasonable

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standards of the Director. The City agrees to maintain the restrooms, entrance hallway and outside steps and landing during normal business hours of the City, in accordance with the standards of maintenance of other public restrooms owned by the City. The City shall not be responsible for the cleanliness of the restrooms, entrance hallway and outside steps, after the normal business hours of the City. Trash cans will be provided by the City, but liners are the responsibility of the Contractor. Transporting the trash to the pickup point is the responsibility of the Contractor.

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- 18. Quality of Service: All items sold by the Contractor shall meet industry standards, be of good quality, merchantable, and fit to eat or drink (if applicable). All service provided by the Contractor shall be rendered courteously and efficiently. The City reserves the right to prohibit the sale of any item that it deems objectionable. The City also reserves the right to order improvement in the quality of the merchandise, equipment or service being rendered.
- 19. <u>Alcoholic Beverages</u>: Sale or consumption of beer, wine, or any other alcoholic beverages at the Facility is forbidden.
- 20. <u>Compliance with Law</u>: The Contractor agrees to comply with all laws, rules, regulations, and ordinance currently in effect or hereafter adopted by the United States of America, the Commonwealth of Virginia, or the City of Roanoke, applicable to the Facility. The Contractor shall obtain and maintain at its own expense any licenses or permits required to operate the Facility.
- 21. Repairs, Maintenance, and Additions: The City shall be responsible for repairs to the roof, electrical system, and plumbing of the Facility and the Contractor shall report to the Director the need for any repairs to such systems which are the responsibility of the City as soon as possible. The City is not responsible for any damages to person or property, lost profits, or any other expenses arising out of the need for repairs or maintenance to the Facility or equipment provided by the City. The City is not responsible for any repairs or maintenance to equipment provided by the Contractor or a vendor supplying the Contractor. No alterations or additions of any sort shall be made on or about the Facility by the Contractor without prior written permission from the City.
- 22. <u>Signage</u>: The Contractor shall not erect any sign on or in the premises or in the vicinity of the Facility without first obtaining the written approval of the Director, which approval shall not be unreasonably withheld.
- 23. <u>Cooperation</u>: Each party agrees to cooperate with the other in executing any documents or taking reasonable action necessary to carry out the intent and purpose of this Agreement.
- 24. <u>Nonwaiver</u>: A waiver or failure by either party to enforce or require performance of any term or condition of this Agreement or the waiver of any particular breach of this

MINE ----

Agreement by either party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of this Agreement by either party and does not bar the nonbreaching party from requiring the other party to comply with all the terms and conditions of this Agreement and does not bar the nonbreaching party from asserting any and all rights or remedies it has or might have against the other party under this Agreement or by law.

- 25. Forum Selection and Choice of Law: By virtue of entering into this Agreement, Contractor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.
- 26. <u>Severability</u>: If any provision of this Agreement, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and all other terms and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 27. <u>Successor and Assigns</u>: The terms, conditions, provisions, and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 28. <u>Headings</u>: The captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.
- 29. <u>Authority to Sign</u>: The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of the party for whom they signing.
- 30. <u>Entire Agreement</u>: This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by the parties.
- 31. <u>Authorized Representatives</u>: Contractor shall appoint one of its key personnel as a representative who shall have the power and authority to work with the City and represent Contractor in all administrative matters so as to provide for the correction of problems and reduction of costs.
- 32. <u>Faith-based organizations</u>: <u>Pursuant to §2.2-4343.1 of the Code of Virginia 1950</u>), as amended, the City of Roanoke does not discriminate against faith-based organizations.

-

- 33. <u>No Third Party Beneficiary</u>: The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.
- Notice: Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only if delivered personally or sent by certified mail, return receipt requested to the addresses stated below.

To the City: City Manager

Room 364, Noel C. Taylor Municipal Building

215 Church Avenue, S. W. Roanoke, Virginia 24011

Copy to: Director of Parks and Recreation

210 Reserve Avenue, S.W. Roanoke, Virginia 14016

If to Contractor: Climbing Performance Institute, Inc.

436 West Russell Street Fayetteville, NC 28301

Notice shall be deemed to have been given, if delivered personally, upon delivery, and if mailed, upon the third business day after the mailing thereof.

- 35 <u>Taxes</u>: The Contractor shall timely pay all applicable taxes levied against the operation of the Facility.
- 36. <u>Default</u>: Abandonment of the operation of the Facility for more than ten (10) business days shall be a default. Failure to abide by the terms and conditions of this Agreement by the Contractor shall also be a default. Upon default, the City shall have the right to terminate this Agreement in accordance with Paragraph No. 3, and immediately take possession of the Facility. Upon taking possession of the Facility, the City shall have all rights pertaining to the Contractor's equipment and supplies as set forth in Paragraph No. 4.
- 37. <u>Assignment</u>: Contractor shall not assign or sublease the Facility or operation or interest therein without prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed the same as of the day and year first hereinabove written:

distribution accession.

ATTEST:	CITY OF ROANOKE	
By	By	
Mary F. Parker, City Clerk	Darlene L. Burcham, City Manager	
ATTEST:	CLIMBING PERFORMANCE INSTITUTE INC.	
BySecretary	ByOwner	
Approved as to Form:	Approved as to Execution:	
Assistant City Attorney	Assistant City Attorney	

ATTACHMENT A

Equipment provided by Owner:

Harnesses:	
Misty Mountain "Fudge" Blue Water "Jim Gyde"	14 24
Petzl "Ouistiti"	1
Troll "Lizard"	2
Gymnasium mats 4' x 8' x 4"	7
5' x 10' x 2'	4
60' 11mm dynamic rope	23
Carabiners	
Aluminum locking 'D' Steel locking 'D'	25 25
•	
ATC belaying device	23
Harness bags	3
Looped webbing for anchoring	23
Loose and mounted holds shapes and color	minimum of 1000 in various sizes,
Bolt tools	
Large Small	2 2
Petzl "Ecrin Roc" helmets	6
Benches 8' long x 1' wide	3
Mounted fingerboard	2
Mounted pull-up bar	1
Orange cones for anchor identification	11
Light bulb changer, three extension poles	1
300W light hulbs (unused)	1.4

ATTACHMENT B

Open Sessions:

The open sessions are open to the public on a walk-in basis. Previous, open sessions were from 6:00 p.m.-10:00 p.m. Thursday-Sunday. Open sessions were the most consistent element of Rocwood programming and sometimes can be dead while other times can be totally slammed. Listed below are specific guidelines for instructors working open sessions.

Group Sessions:

The group sessions are a reserved private session. Rocwood can currently accommodate groups from one to twenty in size. These programs teach basic rock climbing, teambuilding, and safety conscious climbing practices. These sessions are typically two to three hours in length.

Orientation Classes:

This is a six (6) hour class designed to give someone with little or no experience a foundation upon which to build as they begin in the sport of climbing. In this course, each participant should learn about all necessary equipment used at Rocwood, figure-8 follow thru knot, double fisherman's back-up knot, and how to belay by Rocwood standards.

Youth Climbing Sessions:

This session is designed to introduce youth (ages 8 to 11) to indoor rock climbing. The goal here is to provide a safe and fun climbing experience. Information on climbing techniques should be shared; however, our primary obligation is to provide a fun program that meets the participants expectations.

Specific Technique Classes:

Single Rope Technique

Special Events:

Competitions, Youth Holiday Climbs, Women's Night, Open House, Climbing Club



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com September 2, 2003

The Honorable Ralph K. Smith, Mayor

The Honorable C. Nelson Harris, Vice-Mayor

The Honorable William D. Bestpitch, Council Member

The Honorable M. Rupert Cutler, Council Member

The Honorable Alfred T. Dowe, Jr., Council Member

The Honorable Beverly T. Fitzpatrick, Jr., Council Member

The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Request for Public Hearing to Consider an Adjustment to the Annual Budget

Background:

Each year, the year-end general fund balance and retained earnings for internal service fund and enterprise funds are appropriated for the funding of capital maintenance and equipment replacement (CMERP) and other necessary items. A council report recommending the appropriation of these additional funds is scheduled to be presented to Council on September 15, 2003.

Pursuant to Section 15.2-2507, Code of Virginia (1950), as amended, a locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the current adopted budget, however, any such amendment which exceeds one percent of the total expenditures shown in the adopted budget or the sum of \$500,000, whichever is lesser, must be accomplished by publishing a notice of a meeting and a public hearing.

Recommended Action:

Authorize the City Clerk to schedule and advertise a public hearing on the above adjustment to the annual budget for September 15, 2003, at 7:00 p.m.

Respectfully submitted.

Darlene L. Burcham

City Manager

DLB:mtm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Barry L. Key, Director of Management and Budget
Sherman M. Stovall, Budget Administrator

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CM03-00170



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor Honorable C. Nelson Harris, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Beverly T. Fitzpatrick, Jr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Conveyance of Easement to Appalachian

Power Company at Patrick Henry High School

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing on the proposed conveyance of property rights. This is to request that a public hearing be advertised on the above matter for Council's regular meeting to be held on Monday, September 15. 2003. A full report will be included in the September 15, 2003, agenda material for your consideration.

Respectfully submitted,

Darlene L. Burcham

City Manager

##**#**

DLB/SEF

c: Mary F. Parker, City Clerk William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance

Sarah E. Fitton, Engineering Coordinator



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor Honorable C. Nelson Harris, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Beverly T. Fitzpatrick, Jr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Conveyance of Easement to Appalachian

Power Company at the Transportation Center

on Barnes Road, NW

Salen Kuchen

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing on the proposed conveyance of property rights. This is to request that a public hearing be advertised on the above matter for Council's regular meeting to be held on Monday, September 15, 2003. A full report will be included in the September 15, 2003, agenda material for your consideration.

Respectfully submitted,

Darlene L. Burchám

City Manager

DLB/SEF

c: Mary F. Parker, City Clerk

William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance

Sarah E. Fitton, Engineering Coordinator



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor
Honorable C. Nelson Harris, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr. Council Member
Honorable Beverly T. Fitzpatrick, Jr. Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Department of Criminal Justice One-Time Special Request Fund for Local Law Enforcement Agencies

Background:

The City of Roanoke's Homeland Defense initiative has been commended for its innovation and training of first responders. Since the terrorist threat has increased, the focus on the use of Roanoke Police Department Citizen Police Academy graduates serving as volunteers within the Police Department has taken on new importance. The Roanoke Police Department has begun to train its Citizen Police Academy graduates to assist in roles that might free a sworn officer to patrol the streets, prevent and react to criminal activities. Currently, funding of the Citizen Police Academy is provided by citizen and business donations as well as by special fund raising within the community.

The Virginia Department of Criminal Justice Services has awarded the City of Roanoke a \$4,050 One-Time Special Request Fund for Local Law Enforcement Agencies grant. A local match of \$1,350 is required and funds for this match have been identified. Funds from this grant will support the continuation of the existing training of the basic and advanced Citizen Police Academy and the recent expansion of the program to encourage its graduates to provide volunteer services within the Police Department.

The Honorable Mayor and Members of City Council September 2, 2003 Page 2

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Recommended Action:

Accept the grant of \$4,050 from the Virginia Department of Criminal Justice One-Time Special Request Fund for Local Law Enforcement Agencies with the City providing \$1,350 as a local cash match from funding budgeted in the Police Training budget (account 001-640-3115-2044). Authorize the City Manager to execute the grant agreement and any related documents, subject to them being approved as to form by the City Attorney.

Appropriate funding of \$5,400 and establish corresponding revenue estimates in accounts established by the Director of Finance in the Grant Fund.

Transfer \$1,350 from the Police Training Account (001-640-3115-2044) to the Transfer to Grant Fund account (001-250-9310-9535).

Respectfully submitted,

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Darlene L. Burcham

City Manager

DLB:fid

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda B. Russell, Assistant City Manager
A. L. Gaskins, Chief of Police

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CM03-00162



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2003-2004 General and Grant Funds Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2003-2004 General and Grant Funds Appropriations be, and the same are hereby, amended and reordained to read as follows, in part:

General Fund

Appropriations

Public Safety Police Training (1)		\$	50,010,129 507,521
Nondepartmental Transfer of Other Funds (2)		\$	73,870,983 71,516,352
Grant Fund			
Appropriations			
Public Safety \$ Local Law Enforcement – Citizen Police Academy (3-4)			2,885,683 5,400
Revenues			
Public Safety \$ Local Law Enforcement – Citizen Police Academy (5-6)			2,885,683 5,400
 Training and Development Transfer to Grant Fund Administrative Supplies Expendable Equipment (<\$5000) State Grant Receipts Local Match 	(001-640-3115-2044) (001-250-9310-9535) (035-640-3337-2030) (035-640-3337-2035) (035-640-3337-3437) (035-640-3337-3438)	\$ (1,350) 1,350 5,100 300 4,050 1,350	

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

N.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of the One Time Special Request Fund for Local Law Enforcement Agencies by the Commonwealth of Virginia Department of Criminal Justice Services and authorizing the execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The City of Roanoke does hereby accept the offer made to the City by the Commonwealth of Virginia Department of Criminal Justice Services of the One Time Special Request Fund for Local Law Enforcement Agencies in the amount of \$4,050, such grant being more particularly described in the letter of the City Manager, dated September 2, 2003, upon all the terms, provisions and conditions relating to the receipt of such funds.
- 2. The City Manager and the City Clerk, are hereby authorized to execute, seal and attest, respectively, the grant agreement and all necessary documents required to accept this grant, all such documents to be approved by the City Attorney.
- 3. The City Manager is further directed to furnish such additional information as may be required by the Commonwealth of Virginia Department of Criminal Justice Service in connection with the City's acceptance to this grant.

ATTEST:

City Clerk



CITY OF ROANOKEOFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor Honorable C. Nelson Harris, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Beverly T. Fitzpatrick, Jr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject:

Funds Transfer for United States Bankruptcy Court Renovations and Roanoke Civic Center Expansion and Renovation, Phase I

Background:

The United States Bankruptcy Court leases space at the Commonwealth Building. Funding is needed for the renovation and expansion of office space currently utilized by the U. S. Bankruptcy Court. The cost of the renovation and expansion will be covered through adjustments to the lease contract over a period not to exceed five years. Also, additional funding is needed for the completion of Phase I of the Roanoke Civic Center Expansion and Renovation Project.

Recommended Action:

For the U. S. Bankruptcy Court, transfer \$180,000 from the following sources: \$133,414 from FY03 unappropriated Capital Maintenance and Equipment Replacement Program funds (001-3323), \$29,800 from the Residual Equity Transfer account from the closeout of the Management Services and Materials

Honorable Mayor and Members of Council August 18, 2003 Page 2

Control Funds (001-3337), and \$16,786 from the Capital Improvement Reserve-Buildings account (008-052-9575-9173).

For the Civic Center Expansion and Renovation Project, transfer \$260,000 from the Capital Improvement Reserve-Buildings account (008-052-9575-9173) to the Transfer to Civic Center Fund account (008-530-9712-9505). Appropriate funding of \$260,000 in the Civic Center Expansion/Renovation, Phase I account (005-550-8615-9003) and establish a corresponding revenue account in the Civic Center Fund.

Respectfully submitted,

Adia Fuchant

Darlene L. Burcham City Manager

DLB:rbl

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Robert Bengtson, Director of Public Works
Elizabeth Neu, Director of Economic Development
Philip Schirmer, City Engineer

CM03-00171



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2003-2004 General, Civic Facilities and Capital Projects Funds Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2003-2004 General, Civic Facilities and Capital Projects Funds Appropriations be, and the same are hereby, amended and reordained to read as follows, in part:

General Fund

Appropriations

Nondepartmental Transfers to Other Funds (1)	\$	74,032,847 71,678,216
Fund Balance		
Reserved Fund Balance Reserved for CMERP – City (2) Residual Equity Transfer (3)		4,415,961 2,480,773 -0-
Civic Facilities Fund		
<u>Appropriations</u>		
Capital Outlay Civic Center Expansion/Renovation Phase I (4)	\$	5,225,862 3,572,862
Revenues		
Nonoperating Transfers from Other Funds (5)	\$	1,343,685 1.313.685

Capital Projects Fund

Appropriations

General Government U.S. Bankruptcy Court (6-7)		\$	9,988,896 180,000
Capital Improvement Reserve Capital Improvement Reserve	· (8)	\$	5 503,625 498,268
Nondepartmental Transfers to Other Funds (9).			260,000 260,000
Revenues			
Nonoperating Transfers from Other Funds (10)	\$	1,274,316 1,274,316
1) Transfer to Capital	(004.050.0040.0500)	* 400 044	
Projects Fund 2) Reserved for	(001-250-9310-9508)	\$ 163,214	
CMERP - City	(001-3323)	(133,414)	
Residual Equity Transfer	(001-3323)	(29,800)	
4) Appropriated from	(661 6667)	(23,000)	
General Revenue	(005-550-8615-9003)	260,000	
5) Transfer from	(110 000 1100 1000)		
Capital Projects Fund	(005-110-1234-1237)	260,000	
6) Appropriated from	,	·	
General Revenue	(008-530-9816-9003)	45,586	
Appropriated from			
from CMERP	(008-530-9816-9132)	133,414	
8) Buildings	(008-052-9575-9173)	(276,786)	
9) Transfers to			
Civic Facilities Fund	(008-530-9712-9505)	260,000	
10)Transfers from	(000 440 4004 4007)	400.01.	
General Fund	(008-110-1234-1037)	163,214	

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKEOFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor Honorable C. Nelson Harris, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Beverly T. Fitzpatrick, Jr., Council Member Honorable Linda F. Wyatt, Council Member

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Dear Mayor Smith and Members of City Council:

Subject:

Funding for Western Virginia
Workforce Development Board
Workforce Investment Act (WIA)

Programs

Background:

The City of Roanoke is the grant recipient for Workforce Investment Act (WIA) funding, thus, City Council must appropriate the funding for all grants and other monies received in order for the Western Virginia Workforce Development Board to administer WIA programs. The Western Virginia Workforce Development Board administers the federally funded Workforce Investment Act (WIA) for Area 3, which encompasses the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Roanoke, and Salem.

WIA funding is for four primary client populations:

- Dislocated workers who have been laid off from employment through no fault of their own;
- Economically disadvantaged individuals as determined by household income guidelines defined by the U.S. Department of Labor;
- Youth who are economically disadvantaged, or who have other barriers to becoming successfully employed adults; and
- Businesses in need of employment and job training services.

Honorable Mayor and Members of City Council September 2, 2003 Page 2

The Western Virginia Workforce Development Board has received a Notice of Obligation (NOO) from the Virginia Employment Commission authorizing Workforce Investment Area 3 to spend \$101,565 for the Adult Program, and \$518,742 for the Youth Program, which serve economically disadvantaged persons; and 128,313 for the Dislocated Worker Program, which serves persons laid off from employment through no fault of their own, in Program Year 2003 (July 1, 2003-June 30, 2004).

Considerations:

- Program Operations Existing activities will continue and planned programs will be implemented.
- Funding Funds are available from the Grantor agency and other sources as indicated, at no additional cost to the City.

Recommendations:

Appropriate the Western Virginia Workforce Development Board Workforce Investment Act funding of \$748,620 and establish corresponding revenue estimates in accounts established in the Grant fund by the Director of Finance.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB/bw

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Barry L. Key, Director of Management and Budget
Vickie L. Price, Acting Director of Human Services
Rolanda B. Russell, Assistant City Manager for Community Development

#CM03-00169



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2003-2004 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2003-2004 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Health and Welfare Administration FY 04 (1-10) Adult Program FY 04 (11-12) Youth Program – In-School FY Youth Program – Out-of-School Dislocated Worker FY 04 (17)	04 (13) DI FY 04 (14-16)	 	6,269,419 74,862 91,408 326,808 140,060 115,482
Revenues			
Health and Welfare Workforce Investment Act Gra	nt (18)	 	\$ 6,269,419 748,620
1) Wages	(035-633-2301-8050)	\$ 44,496	
2) Travel	(035-633-2301-8052)	1,601	
3) Marketing	(035-633-2301-8053)	960	
4) Supplies	(035-633-2301-8055)	960	
5) Insurance	(035-633-2301-8056)	493	
6) Contractual Services	(035-633-2301-8057)	22,511	
7) Rent	(035-633-2301-8058)	1,761	
8) Equipment	(035-633-2301-8059)	1,120	
9) Miscellaneous	(035-633-2301-8060)	480	
10) Telephone	(035-633-2301-8090)	480	
11) Contractual Services	(035-633-2302-8057)	76,631	
12) Payments to Other			
Governments	(035-633-2302-8091)	14,777	
13) Contractual Services	(035-633-2303-8057)	326,808	

14) Contractual Services	(035-633-2304-8057)	\$ 87,000
15) Miscellaneous	(035-633-2304-8060)	9,673
16) Payments to		
Other Governments	(035-633-2304-8091)	43,387
17) Payments to		
Other Governments	(035-633-2305-8057)	115,482
18) State Grant Receipts	(035-633-2301-2301)	748,620

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

September 2, 2003

Honorable Ralph K. Smith, Mayor
Honorable C. Nelson Harris, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Beverly T. Fitzpatrick, Jr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Proposed Fee Schedule Changes For

Use of City Market Spaces

Background:

Downtown Roanoke, Inc. (DRI) handles the day to day operations for the Historic Roanoke City Market for the City of Roanoke. The vendors selling goods on the City Market currently pay DRI a monthly market space fee (formerly a curbage fee) ranging from \$20.00 to \$30.00 or a daily rate of \$5.00 per space. DRI uses fee revenues for DRI management fees and to fund operational and marketing expenses for the City Market. The fees were last revised in 1991.

A DRI City Market Fees subcommittee consisting of several vendors was formed to evaluate the fee schedule and submit their proposal to the Market Rules Committee. On August 4, 2003, the fee proposal was approved by the Market Rules Committee (which included vendor representatives). On this same date, a scheduled quarterly meeting was held with Market vendors. Those in attendance unanimously approved the fee proposal. On August 12, 2003, the DRI Board of Directors voted in favor of new market space fees developed and submitted by the Fees subcommittee.

The effective date for such proposed changes will be January 1, 2004.

Considerations:

The current market space fee schedule for the City Market was confirmed by Resolution No. 35494-080601 on August 6, 2001, but no fee increases were made at that time. In

Honorable Mayor and Members of Council September 2, 2003 Page 2

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light of the need for updating the market fee schedule and enhancing promotional efforts, which has been expressed many times by vendors participating in this process, the fees set forth below are recommended.

The proposed market space fees would be as follows for each market space covered by such permit or license:

- The Monthly Primary/Shared permit or license will be \$35 per space.
- The Monthly Saturday Only permit or license will be \$40 per space.
- The Daily permit or license will be \$10 per space.

Recommended Action:

City Council approve the market space fees for the City Market as mentioned above and amend the City's Fee Compendium to reflect the market space fees set forth above, with an effective date of January 1, 2004.

Respectfully submitted,

والمشارف ومداسية فالقفاقة

Darlene L. Burcham

City Manager

DLB:sks:vst

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Barry L. Key, Director of Management and Budget
Sherman M. Stovall, Budget Administrator
Beth Neu, Director of Economic Development
David Diaz, Downtown Roanoke, Inc.

CM03-00168

DI

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION providing for an amendment to the fees charged for the use of market spaces at the Roanoke City Market, with such changes to be effective January 1, 2004; and directing amendment of the Fee Compendium.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. As set out in the City Manager's letter to Council dated September 2, 2003, the market space fees for the use of spaces at the Roanoke City Market shall be, and hereby are, amended in accordance with the following fee schedule, which shall be effective on January 1, 2004:
 - A. Each market space covered by a monthly primary or shared permit or license will be \$35.00 per space per month.
 - B. Each market space covered by a monthly Saturday only permit or license will be \$40.00 per space per month.
 - C. Each market space covered by a daily permit or license will be \$10.00 per space per day.
- 2. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, as amended, shall be amended to reflect the new market space fees for the Roanoke City Market as set forth above.

ATTEST:

City Clerk.

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION designating a Voting Delegate and Alternate Voting Delegate for the Annual Business Session and meetings of the Urban Section of the Virginia Municipal League and designating a Staff Assistant for any meetings of the Urban Section.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. For the Annual Business Session of the Virginia Municipal League to be held in Roanoke, Virginia, on Tuesday, October 21, 2003, and for any meetings of the Urban Section held in conjunction with the Annual Conference of the League, The Honorable ________, is hereby designated Voting Delegate, and The Honorable _______, is hereby designated Alternate Voting Delegate.
- For any meetings of the Urban Section of the Virginia Municipal League to be held in conjunction with the League's 2003 Annual Conference, Darlene L. Burcham, City Manager, shall be designated Staff Assistant.
- 3. Mary F. Parker, City Clerk, is directed to complete any forms required by the Virginia Municipal League for designation of Voting Delegate, Alternate Voting Delegate and Staff Assistant and to forward such forms to the League.

ATTEST:

City Clerk.

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mx

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION designating a Voting Delegate and Alternate Voting Delegate for the Annual Business Meeting of the National League of Cities.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. For the National League of Cities Conference to be held on Saturday,
December 13, 2003, in Nashville, Tennessee, and any Business Meetings in connection with
such Conference,, Council Member, is hereby designated
Voting Delegate, and, Council Member, is hereby designated
Alternate Voting Delegate on behalf of the City of Roanoke, Virginia.
2. Mary F. Parker, City Clerk, is directed to take any action required by the
National League of Cities with respect to certification of the City's official Voting Delegate
and Alternate Voting Delegate

ATTEST:

City Clerk.

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